



Commonwealth of Kentucky

MASTER AGREEMENT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: JANITORIAL SERVICE FOR BOWLING GREEN DISTRICT OFFICE			
Doc ID No: MA 605 0600000636 4		Proc Folder: 77549	
Procurement Type: Standard Services			
Effective Date: 2007-09-01		Expiration Date: 2010-08-31	
		Not To Exceed Amount	
Administered By: Laura Stephens		Cited Authority: FAP111-35-00-S	
Telephone: 502-564-4630		Issued By: LAURA STEPHENS	

Reason For Modification: Renew contract for an additional twelve months as per the terms and conditions of the contract. All parties are in agreement. Renewal contract period will be from 9/1/09 thru 8/31/10. There are no optional renewal periods remaining. Change Issuer and Requestor to read Laura Stephens.

V E N D O R	Varnado Mitchell	
	V and M	
	2046 Wiltshire St	
	Bowling Green	KY 42101
	US	

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Janitorial/Custodial Services	0	0.00	MO	1,583.33330	0.00	0.00

Extended Description

PLEASE REVIEW ALL ATTACHMENTS CAREFULLY. MULTIPLE FORMS MUST BE RETURNED WITH SUBMISSION OF BID. THESE ARE EASILY FOUND WITH PROPER REVIEW OF ALL DOCUMENTATION. DOCUMENTS TO BE RETURNED INCLUDE:
 SITE VISIT VALIDATION FORM
 BIDDER QUALIFICATION FORM
 MONTHS IN BUSINESS
 CONTRACTOR'S AFFIDAVIT
 REPORT OF VIOLATIONS FORM
 CAMPAIGN FINANCE COMPLIANCE FORM

Total Order Amount:

0.00

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Master Agreement for: Janitorial Services: Bowling Green, Ky

RFB Number: 605-0600000261

Section I Performance Specifications

This Master Agreement is for janitorial service to be performed at:

Department of Transportation.
District 3 Office
900 Morgantown Rd.
Bowling Green, KY. 42101

And any common space as indicated at that location. All janitorial closets, storage areas, stairwells, smoking rooms and mechanical rooms defined by the agency shall be included in this contract. Contractor shall provide an adequate number of personnel to clean the location mentioned above. Janitorial services shall be performed five nights per week, Monday through Friday. The facility shall be cleaned according to the following Specification and Frequency Schedule.

Department of Transportation Contact: Ann Stewart, Administrative Manager (270) 726-7898.

The anticipated start date of the contract is September 1, 2006. The successful bidder shall be prepared to begin services on that date.

Specification and Frequency Schedule

A. All Areas: Daily

1. Clean entrance, exit, vestibule, and all lobby glass inside and outside – daily
2. Clean all entrance & exit porches, steps, walkways leading to main side walks (snow, mud, etc) – daily (All debris, to include cigarette butts, shall be swept up and discarded appropriately including doormats and floor under mats.
3. Collect trash to include cardboard boxes — daily

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4. Clean and sanitize drinking fountains, vending machines, sink and appliances in break-room -- daily
5. Dust all desks, chairs, tables and benches, etc. in all offices and public areas -- daily
6. Dust high and low horizontal surfaces, ledges, moldings, ducts, pipes, heating outlets, etc -- daily
7. Empty waste baskets and install new liners-- daily
8. Remove trash from building, inside and outside, to dumpster – daily
9. Spot clean glass on interior doors and partitions – daily
10. Spot clean all walls -- as needed
11. Clean waste baskets inside and outside-as needed or at least once per week
12. Sweep all floors, stairs and stairwells with dust control treated mops.

All Areas: Weekly

1. Clean waste baskets inside and outside -- as needed or at least once per week
2. Clean entire glass, walls, interior doors, and partitions -- weekly
3. Clean door kicks, push plates, handles and frames – weekly
4. Clean and polish bright metal surfaces and windowsills – weekly
5. Damp clean ceiling vents – weekly
6. Dust ceiling areas and high corners – weekly
7. Vacuum and clean furniture – weekly
8. Vacuum or dust venetian blinds, drapes, chairs, (cloth), etc – as needed or at least weekly
9. Remove insects from light fixtures - weekly
10. Refrigerator to be cleaned every Friday, any food or beverage items are to be disposed of after 5:30 p.m. -- weekly
11. Sweep and/or mop elevators -- weekly

All Areas: Monthly

1. Polish desks, chairs, tables, etc. – monthly
2. Clean telephones —monthly

All Areas: Quarterly

1. **Clean blinds – quarterly. The contractor is responsible for obtaining signature from building manger (or his/her designee) as documentation that the quarterly cleaning has been successfully completed.**

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B. Floors – Resilient:

1. Dust or sweep – daily
2. Damp mop – daily
3. Mop and buff with restorer– as needed
4. Damp wipe vinyl baseboards -- weekly
5. Floors to be maintained at a high degree of shine – at all times
6. Contractor shall be required to strip, seal and wax all floors twice a year. Contractor shall be required to use the six (6) step method (sweep, mop, strip, scrub, seal and wax) and shall use two (2) coats of sealer and four (4) coats of wax each time.

7. All floors shall be stripped and waxed within the first forty-five (45) **calendar days after the beginning of the contract, with the exception of newly constructed buildings, in which case, the service shall be completed between the 75th and 100th day after the start of the contract. Contractor shall also be required to strip, seal and wax all floors in the ninth (9th) month of the contract. If optional renewals are granted, the contractor shall be required to strip and wax all floors in the third (3rd) and ninth (9th) months of each additional year. This service shall be included in the monthly janitorial rate bid by the vendor. Failure to abide by this floor cleaning schedule and requirements may result in the cancellation of the contract. The contractor shall be required to inform the building supervisor of intended date for the above service at least 48 hours in advance. The contractor is responsible for obtaining signature from building manager (or his/her designee) as documentation that the semi-annual cleaning has been successfully completed.**

C. Floors – Carpet:

1. Vacuum all areas including under desks and chairs – daily
2. Carpet shall be kept clean and spot free at all times and will be cleaned upon request.

D. Carpet Cleaning Requirements:

1. The contract holder shall clean all carpets twice a year. This service is to be included in the monthly janitorial rate that each vendor bids. The carpet shall first be cleaned within forty-five (45) calendar days of the successful bidder receiving the price contract and then the second carpet cleaning shall be scheduled approximately nine (9) months after the establishment of the price contract. If the price contract is renewed after one year, then the carpet shall be cleaned within the thirty (30) days after

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the renewal date. Additional carpet cleaning, if necessary, may be figured at an additional amount based on price per square foot. This price must be acceptable to the Department of Transportation District 4.

2. All carpet cleaning must be done by using the Extraction Method and approved by the Department of Transportation D-3. Cleaning must be scheduled with, and inspected by, the administrative office manager or his/her designee of the Department of Transportation D-3 office to ensure satisfaction to the agency. (all furniture is to be moved for cleaning and returned to its place afterwards, except file cabinets, storage cabinets, computers, and partitions or any other designated equipment or furniture requested by the office manager). Entire square footage of carpet shall be cleaned both times as required and also within the specified times. Failure to comply may result in immediate contract cancellation.

The contractor is responsible for obtaining signature from building manager (or his/her designee) as documentation that the semi-annual cleaning has been successfully completed.

E. Toilet or Restrooms:

1. Clean and sanitize all toilet bowls, urinals and sinks – daily
2. Clean, sanitize and polish all chrome fittings – daily
3. Clean and sanitize exterior sides of fixtures – daily
4. Clean and sanitize toilet seats – daily
5. Clean mirror glass – daily
6. Empty, clean and reline trash containers – daily
7. Dust and spot clean partitions – daily
8. Spot clean walls – daily
9. Clean walls, floors, and around fixtures – daily
10. Refill all dispensers – daily (note: the supplies are to be furnished by the agency.)
11. Dust low horizontal surfaces, ledges, sills, moldings, ducts, and radiators – daily
12. Dust high horizontal surfaces, moldings, ledges, ducts, pipes, and heating outlets – weekly
13. Damp clean ceiling vents – weekly
14. Wash and sanitize entire walls, partitions, fixtures-weekly
15. Clean floor drain grating – as needed
16. Thoroughly mop and sanitize floors - daily

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F. Light Fixtures:

1. All light fixture (ceiling lights) lenses and the fixture shall be washed quarterly. Contractor shall be required to complete within forty-five (45) calendar days after the beginning of contract and contractor shall be required to do this again every three (3) months.
If optional year extensions are granted, the contractor shall be required to wash both the lens and fixture every three (3) months. Light bulbs are to be damp wiped with each fixture cleaning. Bulbs shall be replaced as needed (note: bulbs will be furnished by agency). **The contractor is responsible for obtaining signature from building manager (or his/her designee) as documentation that the quarterly cleaning has been successfully completed.**

G. Dumpsters:

1. Contractor shall be required to crush all boxes before placing into dumpster or dumpsters.
2. Contractor shall be required to keep the area around the dumpsters free from boxes and trash at all times.

H. Outside Areas:

1. Clean debris from porch areas and parking lots – as needed.

K. General Information:

1. Prior to commencement of the contract, the successful bidder must schedule a walk-through meeting and review the performance criteria with a District 3 representative: Ann Stewart @ (270) 726-7898.
2. Any and all complaints should first be addressed by the Building Manager and the vendor. If this does not succeed, final action will be taken by the Division of Purchases.
3. Any questions that cannot be answered by the building manager shall be directed to the KYTC Buyer. Any questions concerning payment for service shall be directed to the local building manager.
4. Contractor shall be issued keys to the facility necessary to perform cleaning tasks and shall agree to pay a fee to KYTC to cover all expenses associated with re-keying the facility if the contractor or his representatives lose the keys or not accounted for. The contractor agrees to abide by and to require their employees to adhere to the Cabinet's "Key Control

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System” and conditions as outlined below:

- A. The contractor or his representatives shall not make or knowingly permit to be made, nor otherwise obtain, procure or provide any unauthorized copy or facsimiles of said key(s).
- B. The loss of any such key(s) referred to under this section shall immediately be verbally reported to the proper authority of the facility/office and followed up by a detailed written report of the circumstances resulting in the loss.
- C. The contractor or his representatives shall not permit any person the use of key(s) in their possession under any circumstance other than a bona fide emergency without the prior approval of the proper authority of the office.
- D. The contractor shall agree to pay a fee of one hundred dollars (\$100.00) for each cabinet key which may be issued to the contractor or to representatives of the contractor and which cannot be returned or accounted for to the satisfaction of the Cabinet’s authorized representative upon demand or upon termination of the contract. Keys duplicated by commercial locksmiths or by other means are not acceptable and such keys shall be considered as lost.
- E. The contractor shall further agree that if by loss of the keys they are the type which jeopardize the security of the entire facility/office or a sensitive part of the facility/office, the contractor agrees to pay for the total cost of re-keying or re-coring for the entire facility/office or the particular area affected.
- L. General Requirements:
 - 1. The contractor shall be completely responsible for satisfactorily managing and performing cleaning services necessary to assure a clean orderly condition of the service locations.
 - 2. The services performed under this contract shall be subject to inspection and approval by a representative of D-3. A sample inspection form will be provided to the successful bidder during the initial walk through.

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3. The contractor shall provide a representative who shall be available in person or can be reached at a local telephone number during the operational hours of the Department of Transportation D-3 (7:30 a.m. to 4:30 p.m. Monday through Friday), except legal holidays for the purpose of service evaluation, complaints, scheduling of project work, etc. Failure to comply will result in request for the termination of contract.
4. A monthly janitorial inspection report will be filled-out by both the Department of Transportation D-3 on-site building manager and or his/her authorized designee and the vendor representative while performing a building walk -through. After the completion of the required monthly walk-through and corresponding janitorial inspection report, both the vendor representative and the Department of Transportation D-3 building manger or his/her on-site authorized designee shall be required to sign and date the inspection report verifying completion. It will be the responsibility of the local building manager to keep all original inspection reports on file for the duration of the contract. These inspections shall be completed each month.
5. It shall be the vendor's responsibility to schedule a time with the DOT D-3 on-site building manager or his/her designee to complete the required monthly inspection reports. Any employee who is participating in janitorial services at the location cannot perform these inspections. Continued failure to comply with the completion of the monthly inspection reports shall result in the termination of the contract.
6. Contractor's representative shall be required to make an on-site visit monthly to ensure that their employees are performing in accordance with the specifications and frequency schedule.
7. At the contract installation, the contractor shall furnish the building manager with a list of all employee names and their telephone numbers who are currently servicing this location. The contractor is responsible for keeping this list updated as to personnel changes. The contractor shall not hire state employees who are employed at the service location or immediate family members of any state employee who is employed at the service location to perform janitorial services.
8. All general requirements and responsibilities attached hereto and made part hereof this contract shall be strictly adhered to.

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M. Customer's Responsibility: (DOT D-3)

1. Customer will provide storage space for the contractor's equipment and supplies. The contractor shall supply their own lock (if required) to secure the storage space.
2. Telephone service will not be provided by DOT D-3 . If the contractor chooses they may arrange for a private outside business line at their own expense. Use of existing phones by contract personnel shall be strictly prohibited. DOT D-3 reserves the right to require the removal of any contract employee who disregards this prohibition.
3. Customer will provide such light and water and electricity as are necessary to perform the services. Contractor will use these facilities sparingly.
4. Customer shall provide its own bathroom supplies at each location.
5. Agency Representative(s): Ann Stewart

All performance and completion issues (inspections and approvals, etc.) concerning this contract will be coordinated by Ann Stewart.

N. Contractor's Responsibility: (Successful Bidder)

1. Contractor shall be held responsible for satisfactory work in accordance with the intent of the specifications. Contractor's representative shall be required to make an on-site visit monthly to inspect the facility to ensure that their employee(s) are performing to the specifications and frequency schedule.
2. The contractor shall provide all cleaning supplies, chemicals, materials and equipment, paper, plastic products and all other appropriate operations required for providing acceptable service under this contract agreement and in accordance with the cleaning schedule attached hereto and made part hereof.

Floor finish shall be non-staining, shall provide a high degree of slip protection and shall meet specifications of the Underwriters Laboratory. Disinfectant detergent cleaner shall be used for all normal cleaning purposes. Other cleaners shall not be harmful to the surfaces to which

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they are applied. Dust mop treatment materials which leave an oily residue shall not be used.

4. Upon contract award, contractor shall submit prior to commencement of contract a list of all materials to be used in providing the cleaning service. At this time, contractor shall furnish the D-3 building manager or his/her authorized designee with material safety data sheets (MSDS) for all chemicals that shall be used at the sites. Customer may approve or disapprove any product prior to commencement of service. Failure to provide the material safety data sheets for each chemical used at the site shall result in cancellation of contract.
5. Contractor shall screen his employees in order to determine as well as is possible their honesty. Contractor shall have their employee's sign a Confidentiality/Security Agreement/Internet/Intranet, E-mail and Electronic Policies and Procedures Form. Contractor shall forward a copy of such form with Failure to provide this information within two weeks of contract start date or within two weeks of new employees' start date of service may result in contract cancellation. All employees shall be at least 18 years of age unless approved by the Administrative Manager.
6. Contractor shall post in the service closet, rules and regulations governing the contractor's employees while in the building and a copy of the cleaning schedule herein provided. Responsibility shall be adhered to in all cases. Contractor shall post in the service closet, material safety data sheets for all chemicals used at each building. A copy of these material safety data sheets for all chemicals shall also be submitted to the building manager for the service location. The Contractor's responsibility to provide the MSD sheets shall be adhered to in ALL cases. Contractor is also responsible for updating the MSD sheets as additional chemicals are added to clean the building. These updated MSD sheets shall be posted in the service closet and also given to the building manager prior to the new chemicals being utilized. KYTC D-3 has the right to approve or disapprove any additional chemicals. Failure to provide these MSD sheets to the building manager or to post them in the service closets shall result in the cancellation of the contract.
7. Contractor shall be responsible for any breakage, damage or loss through carelessness, and shall also be responsible for locking doors and turning off lights as directed by the Agency.
8. Routine inspections of the entire facility shall be made by the agency.

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Minor deficiencies shall be corrected within forty-eight (48) hours. If this schedule for corrections is not met, a vendor complaint shall be submitted. If a second complaint is necessary during the year of the contract, Department of Transportation D-3 will forward a request for contract termination.

9. Contractor Representative: Contractor shall indicate in the space provided the names of the persons (including phone number and address) responsible for the coordination of all performance issues under the contract.

	Primary Contact	Secondary Contact
<i>Name:</i>	_____	_____
<i>Title:</i>	_____	_____
<i>Agency:</i>	_____	_____
<i>Office Phone:</i>	_____	_____
<i>Cell Phone:</i>	_____	_____
<i>Pager:</i>	_____	_____
<i>Fax:</i>	_____	_____
<i>Address:</i>	_____	_____
<i>City, State &</i>	_____	_____
<i>Zip:</i>	_____	_____
<i>e-mail:</i>	_____	_____

O. Changes in Specifications:

- The customer reserves the right to change the specifications at anytime. In this event, contractor and customer shall negotiate what price adjustments are to be made. The Transportation Cabinet Division of Purchases shall make any changes in the contract specifications and pricing by issuing a Contract Modification.

Terms and Conditions **Master Agreement**

Section 1 **Scope of Contract**

The Department of Transportation Division of Purchases issues this Solicitation to establish a Master Agreement for:

Janitorial Services

Section 2 **Agency to Be Served**

This contract shall be for use by the following agency of the Commonwealth of

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Kentucky:

Department of Transportation District 3

Section 3

Initial Contract Period

The contract established from this Solicitation shall be for the initial period of one (1) year from date of award.

Section 4

Renewal Clause

This contract may be extended at the completion of the initial contract period for three (3) additional one-year periods. This extension must have the written approval of the vendor and the KYTC Division of Purchases. The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period. However, and if requested, the contractor agrees, to continue the service at the contract rate(s) for an extended ninety (90) day period beyond the contract period, to allow the owner procurement lead time to establish a replacement contract.

Section 5

Basis of Price Quotations/Revisions – Price Firm for Initial Period

Prices quoted in response to this Solicitation shall remain firm for the initial period of the resulting contract. After this time prices are subject to revision which may be either increases or decreases. In the event the contract is extended as provided herein, a new cost figure may be negotiated.

Such revisions may be requested by either of the contracting parties and must be requested in writing. The requesting party must furnish documented evidence substantiating the validity of the request. The party to whom the request is presented must notify the requesting party of the decision within 30 days after receipt of the request or satisfactory supporting documentation, whichever occurs later. In the event the requested revision is refused, the requesting party shall have the right to withdraw from the contract, without prejudice. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually about 60

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days).

Section 6

Indemnification/Hold Harmless

The vendor agrees to indemnify and hold harmless the Cabinet against any and all claims (known or unknown), demands, obligation or litigation that result from: (1) this contract, and (2) any and all acts of the vendor; and (3) the policies and procedures of the vendor specifically involving all vendor employment practices employed by vendor during the term of this or any prior contract with the Cabinet. The indemnification shall require the vendor to reimburse the Cabinet for all judgments, attorney fees, and costs upon demand by the Cabinet.

Section 7

Cancellation Clause – 30 Days Notice

The Commonwealth may cancel the contract established from this Solicitation by giving written notice, 30 (thirty)-calendar days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a properly signed Modification from the Division of Purchases canceling the contract.

Section 8

Termination of Contracts

The Commonwealth reserves the right to terminate contracts for convenience when requirements under the contract no longer exist. A written notice will be given to the vendor at least thirty (30) calendar days prior to such proposed termination date.

Section 9

Service Performance

All services performed under contract shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

Major deviations of services performed will not be made without the written approval of the Division of Purchases. Problems, which arise under any aspect of performance, should first be resolved between the vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Division of Purchases for settlement.

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Section 10

Agreement between Parties

By submitting a bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the Solicitation.

The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Solicitation. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Division of Purchases.

Purchase or Sales Agreements, supplied by the bidder making an offer, in reply to the Solicitation, will not be accepted. The only terms and conditions acceptable to the Commonwealth of Kentucky are as outlined in the Solicitation. Bids not conforming will be considered as non-responsive.

Section 11

Post Contract Agreements

The resulting contract shall constitute the entire agreement between the State and awarded contractor. Unless contractually provided, State agencies utilizing this contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a contract resulting from this Solicitation or offer. Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

Section 12

Vendor Terms and Conditions

Solicitation or quotation forms that include terms and conditions not in conformity with the terms and conditions of this Solicitation or the Statutes of the Commonwealth of Kentucky SHALL BE REJECTED.

Section 13

Addition or Deletion of Items or Services

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The Division of Purchases reserves the right to add new and similar items, with the consent of the vendor, to any contract awarded from this Solicitation. The Office will effect this change by issuing a Modification should an add-on be in agreement with both parties. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

Section 14

Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the vendor's expense. All work performed under this contract that is subject to the inspection and acceptance by appropriate state regulatory authority shall be inspected and approved by the appropriate state regulatory authority. The contractor is responsible for the payment of all inspection fees, which shall be included in the monthly lump sum price bid herein.

Section 15

Bidder's Exception to Specifications

If a bidder takes exception to any part of the specifications as set forth in this Solicitation, he must note and explain his exception on the bid or may set forth his exception in a separate letter that must accompany his bid. The Commonwealth is not bound to accept any exceptions to the Solicitation that a bidder may note and exceptions taken may cause your bid to be non-responsive and rejected from consideration for an award.

If no exceptions are noted or set forth in a separate letter, the Division of Purchases is assured that the bidder guarantees to furnish and deliver as specified and at the price bid.

Pricing information shall not be made known in any form to agency representatives during the site visit. Failure to comply with these requirements shall render the bid non-responsive.

Failure to tour the facility or obtain the appropriate signature shall result in the

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disqualification of the bid response. **Estimated total facility footage: 20,400 square feet for the District Office.** It is the bidder's responsibility to verify the actual square footage of the location.

Section 17

Qualifications of Bidders/Months in Business

Bids shall be considered only from responsible organizations or individuals now or recently engaged in performance of building service contracts comparable to that described herein. Past vendor performance shall be a factor in the award. Multiple Vendor Complaints against any bidder within the past twelve (12) months may result in the bidder being considered non-responsive.

In order to determine these qualifications, each bidder shall be required to furnish a narrative listing of comparable contracts that have been performed and the general history of the operating organization on the form below. The information requested must be included with the formal bid documentation. Failure to include or not to furnish all information requested on this form may result in the bid being considered non-responsive.

Following is the bidder qualification form that is to be completed by bidder and turned in with bid response.

Bidder Qualification Form RFB 605-0600000261	
<i>Name:</i>	
<i>Title:</i>	
<i>Organization:</i>	
<i>Office Phone:</i>	
<i>Fax:</i>	
<i>Address:</i>	
<i>City, State:</i>	
<i>Zip:</i>	
<i>E-mail:</i>	

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Number of years your firm has done business under present name:

Based on square footage, what is the largest single job site for which your firm (under its present name) has provided janitorial services for the last three (3) years? Square Footage: Contract Number:

Building Location:

Has your firm received a Vendor Complaint for a janitorial contract in the last twelve-(12) months? Yes No

Has your firm received a Vendor Complaint for a janitorial contract with the Commonwealth of Kentucky in the last twelve (12) months? Yes No

If yes, how many times? Contract #:

If yes, state the reason below:

Has your firm had a janitorial contract with the Commonwealth of Kentucky that was canceled due to Vendor Complaints? Yes No Contract #:

If yes, state the reason below:

<p>Months in Business: __360__</p> <p style="text-align: right;">(Listed in Months)</p>
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Section 19

Safety of Persons and Property

For service contracts, the Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property from injury or loss arising in connection with this contract. He shall make good any such damage injury, or loss, except such as may be directly due to errors in the solicitation or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract.

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The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed.

Section 20

Federal, State and Local Laws:

In connection with this contract, the Contractor is responsible for and shall be in compliance with all applicable Federal, State and Local Laws, Regulations and Mandates. The Contractor shall ensure that all subcontractors comply with all applicable Federal, State, and Local laws, regulations and mandates.

Section 21

Insurance

- A. Contractor shall keep in effect at all times the following insurance coverage:
 - 1. Contractor's general liability insurance in the amount of \$1,000,000.
 - 2. The successful bidder shall furnish within ten (10) days of notice of award from the contracting agency a Certificate of Insurance to the Division of Purchases. Failure to furnish said certificate shall result in cancellation of the contract. Notification of any changes in coverage shall also be sent to the agencies listed above within 10 days of the coverage change.
 - 3. It shall be the contractor's responsibility to maintain this insurance coverage at all times, failure to do so shall result in cancellation of contract.

Section 22

Workers' Compensation Insurance and Unemployment Insurance

KRS 45A.480 requires the Contractor/Contract Holder providing maintenance to State facilities to comply with the Commonwealth's requirements pertaining to workers' compensation insurance and unemployment insurance. This statute requires the Contractor or Contract Holder to provide the Commonwealth with an affidavit. The affidavit shall state that all contractors and subcontractors

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employed, or to be employed in connection with this contract shall be in compliance with Kentucky requirements for Workers' Compensation Insurance (KRS Chapter 342) and Unemployment Insurance (KRS Chapter 341)". An affidavit form is included with this solicitation.

Section 23

Invoices

All invoices must be sent directly to the building manager of the location in question. An original and one (1) copy of the invoice will be required. All invoices must provide the following information, which can be found in your Master Agreement contract:

Master Agreement Contract Number (MA-)
PR#
Location serviced
Month of service
Type of Service provided
\$ Amount/Cost

****If more than one location on the contract—breakdown the dollar amounts for each location on separate invoices and send each invoice to the corresponding service address for a receiving signature. Contractors are not to submit invoices prior to the completion of the entire month's service. Field offices are not to sign and approve invoices prior to the completion of the entire month's service.**

Section 24

Product or Service Acceptability Prior To Payment

The Contractor shall promptly correct all deficiencies concerning the product or service that is rejected by the Customer as failing to conform to the requirements of the Contract. In addition to being responsible for replacing or correcting the product or service, the Contractor shall bear all other costs of making the required replacement or correction of services.

If the Contractor fails to correct the nonconforming product or service within a reasonable time, the Customer may take steps to replace the product(s) or to correct the work itself and the contractor will be responsible for all costs associated with the correction.

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Section 25

Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payment(s) shall be made within thirty (30) working days after receipt of goods and services or an invoice except when the purchasing agency has transmitted a rejection notice to the vendor. An interest penalty of one percent (1%) of any amount approved and unpaid shall be added to the amount approved for each month or fraction thereof after the thirty (30) working days which followed receipt of the goods or services or vendor's invoice by a purchasing agency in accordance with KRS 45.453.

Section 26

Solicitation and Addendum Location

The Solicitation and any Addenda shall be posted to the **E-Procurement Directory** at <https://eprocurement.ky.gov>

It is the vendors' responsibility to assure they have reviewed the latest version of any Addenda to the solicitation. A signed copy of the latest Addendum shall be returned to the Division of Purchases prior to the closing date/time of the solicitation. Failure to return a signed copy of the latest Addendum may render the bid non-responsive.

Section 27

Inquiries

Other than scheduling the site visit contact with the Department of Transportation District 3 Office information specific to bidding procedures, regulations and/or technical requirements shall be limited to the Transportation buyer identified on the Solicitation. All questions must be in writing seven (7) calendar days prior to the opening of the bid unless otherwise specified. Questions submitted shall be received no later than 4:30 p.m.

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any State employee or official are not binding on the Commonwealth of Kentucky.

From the issue date of this Solicitation communication concerning this Solicitation

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shall be limited to the Transportation Buyer as instructed above. For violation of this provision, the Commonwealth shall reserve the right to reject the bid response.

Section 28 Provisions of Solicitation

All provisions of Solicitation RFB 605-0600000261 shall be part of any resulting contract(s).